



City of Milpitas
Engineering Division
455 E. Calaveras Boulevard
Milpitas, California 95035

April 3, 2006

TO: Prospective Architectural / Engineering Consultants

SUBJECT: Request For Proposals (RFP) to provide Architectural and Engineering Services for Renovation of the Existing Library for use as the new Milpitas Senior Center, Project No. 8176

The City of Milpitas and the City of Milpitas Redevelopment Agency seek the professional services of a qualified Architectural and Engineering consulting firm or team for services relating to the design and construction of the renovation of the existing library building to convert and serve as the City's new Senior Center. The existing library will be relocated to a much larger facility. Services will include such tasks as programming, analysis of existing conditions for adaptive reuse and remodeling, design work, preparation of construction plans and specifications, preparation of cost estimates and schedules, and related work.

Attached for your use are the following:

1. Request For Proposals (RFP) to provide Architectural and Engineering Services for the new Milpitas Senior Center
2. Attachment A – Site Map, Existing Milpitas Civic Center
3. Attachment B – Milpitas Senior Center Consulting Services Agreement

These documents will be posted on the City's website at www.ci.milpitas.ca.gov. Request for Proposals documents are normally available through the link to "Current Bid Solicitations" within the "News Features" section.

Pre-proposal meetings will be held on April 13 and April 19, 2006 at the Milpitas City Hall at 455 E. Calaveras Boulevard. Proposal packets must be submitted no later than 10:30 a.m. on Monday, May 1, 2006, at the Public Service Counter, Milpitas City Hall.

If you have questions about the documents, please contact Gail Seeds by phone at (408) 586-3300, or by email at gseeds@ci.milpitas.ca.gov.

Sincerely,

Greg Armendariz
Public Works Director/ City Engineer

Gail Seeds
Project Manager

Attachments



City of Milpitas
Engineering Division
455 E. Calaveras Boulevard
Milpitas, California 95035

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES
FOR RENOVATION OF THE EXISTING LIBRARY AS THE NEW
MILPITAS SENIOR CENTER**

INTRODUCTION

The City of Milpitas and the City of Milpitas Redevelopment Agency (City) seeks the professional services of a qualified and proven architectural and engineering consulting firm or team (Consultant) for programming, analysis of existing conditions and opportunities, development of design alternatives, preparation of construction plans and specifications, preparation of cost estimates and schedules, and other services related to the renovation and remodeling of the existing library building to serve as the City's new Senior Center.

BACKGROUND

Currently the City is operating an Interim Senior Center facility at 540 South Abel Street. The Interim Senior Center is a mixture of renovated existing and modular buildings combined to create 8,750 square feet of space. The new Senior Center will be located in the existing Milpitas Community Library building at 40 North Milpitas Boulevard within the Civic Center complex. The Civic Center includes the City Hall with Council Chambers, Community Center with auditorium, and Community Library at the corner of North Milpitas Boulevard and East Calaveras Boulevard. The existing Community Library building is a one-story building, approximately 18,500 square feet, built in 1982.

The City of Milpitas is designing a new and much larger (60,000 square feet) Public Library at 160 North Main Street. The new library is scheduled for completion in November 2008. The City wishes to begin building renovations and remodeling the current library building and convert it into the new Senior Center immediately following relocation of the library staff to the new site.

AVAILABLE INFORMATION

The following reports and drawings are available upon request:

- City of Milpitas Senior Needs Assessment, June 2002
- Site Map – Existing Civic Center area (Attachment A)
- Report – Soil Investigation, New Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas CA, 1999 (geotechnical report prepared for City Hall site)

- Plans for the Milpitas Library, 1981 (Sheets A0-A7, A17-A19, E1-E5, E8, M1-M3, P1-P2, S1-S3, and S6-S9 are available electronically. Note that sheet A2 contains the Library floor plan.)
- Plans for the Civic Center sitework parking and Veteran's Memorial associated with construction of the City Hall, 2000-2001
- Milpitas Town Center, Phase 2-J, Community Driveway Relocation Plan, 2005, sheets C1-C4 and L1.1-L3.3, (circulation modifications, Civic Center vicinity), and Phase II, Improvement Plan, 2005, sheet C-11

SCOPE OF WORK

The professional services will consist of all architectural and engineering (A&E) services including all phases of site and building assessment, development of building program, all architectural and engineering design and review, including preparation of conceptual design, schematic design, design development, construction documents, Title 24 studies, geotechnical, seismic, as well as other related studies and reports required for approval and permitting of the project. The Consultant shall provide the services for all necessary design and engineering disciplines, including without limitation a space planner, kitchen designer, interior designer, mechanical, electrical, plumbing, fire protection, accessibility, communications and technology, security, "healthy building" program, structural, soils, geology, acoustical, lighting, graphic design, signage, landscape architecture and site civil engineering. The construction documents shall be complete and fully integrated to allow for City building permitting and construction bidding in accordance with public contracting codes.

These services will consist of tasks including the following and others:

- Investigate existing conditions
- Identify opportunities and constraints
- Identify extent of upgrades needed
- Identify design alternatives and comparative costs
- Develop a Building Program
 - refine and finalize with public and City input
- Assist with creating a Cost Plan and Construction Budget for project
- Complete conceptual design
- Coordinate design with:
 - environmental clearance process (by City)
 - permitting and regulatory requirements
 - outside funding requirements, as applicable
- Complete schematic design
- Complete design development
- Complete construction documents
- Verify construction cost estimate and Cost Plan consistency at each design phase
- Provide bidding and award phase services

Architectural & engineering support services for construction administration and post-construction will also be required. These services will be added to the scope of work after the design has progressed enough to clarify the level of support needed. A more detailed description of the anticipated scope and deliverables is included in Exhibit A, Scope of Consultant Duties and Services, in the attached Consulting Services Agreement.

PURPOSE AND INTENT

The City's goal is to provide an economical and efficient adaptive reuse of the existing library building, into a new Senior Center facility that supports Senior Services, including recreation, nutrition, learning, companionship, counseling, health and well-being. The new Senior Center shall be programmed, designed and constructed to be welcoming and comfortable, and to accommodate the varied programs requested by the community. The principal architectural characteristics, layout, style and materials shall provide a setting that provides a place for seniors to be comfortable and safe, while encouraging an active lifestyle. The City desires a building that is flexible enough to adapt to future programs and uses; allows after-hours use by the community; coordinates with and supports activities at the adjacent Civic Center facilities; is cost-effective to operate and environmentally appropriate; links the space to appropriate outdoor opportunities; and is a beautiful and suitable addition to the Civic Center. The intended approach is to renovate the existing library building at the Civic Center as the new Senior Center.

The Consultant's work, under this RFP, will identify and confirm a building program; identify alternatives for renovating the existing library building and comparative costs; assist with inviting public input on the program and alternatives; and refine the solution selected by the City.

Preliminary studies have defined the building program elements to include, but not be limited to, the following:

- Classrooms
- Dining / Assembly
- Kitchen
- Restrooms
- Reception / Circulation
- Utility / Support
- Storage
- Staff / Workspace / Conference

Site work is expected to include elements such as:

- Addition of a covered entry (porte-cochere) for pickup and drop-off of visitors,
- Modifications to entry plaza, traffic circulation for shuttle vehicles and parking lot as needed,
- Improved connection to outdoor spaces including Civic Center pathway system,
- Renovation and/or relocation of trash enclosure,
- Coordination with upcoming improvements at adjacent Town Center site including design of upgraded walkway connection from Veterans Memorial vicinity to N. Milpitas Blvd.

SCHEDULE

The City anticipates that investigation of existing conditions and the programming process with associated public input will occur through the remainder of 2006. Design is anticipated to begin in early 2007. The schedule goal is completion of 100% plans by spring 2008, with completion permitting and final bid documents by mid 2008.

ENVIRONMENTAL CLEARANCE

Environmental clearance based upon the selected building program is expected to begin concurrently with start of design work. An independent environmental consultant will be retained by the City to prepare appropriate documents for environmental clearance. Consultant selected for the Senior Center will collaborate with the environmental clearance process as needed. Such collaboration may include providing simple exhibits for use in CEQA and NEPA documents, refining the Senior Center design to minimize environmental impacts, and similar tasks.

BUDGET

The total project is currently funded at \$11 million (2006 dollars) through redevelopment agency tax allocation bonds. This total must fund all design, construction, furnishings, move-in, administration, soft costs, cost rise to midpoint of construction and contingencies. The Consultant shall be responsible to design to the construction budget and assist the City, so that the required renovations and desirable project features identified during programming do not exceed the available construction funding. Consultant will assess the extent of required elements during investigation of existing conditions.

The Consultant is expected to assist in identifying and prioritizing necessary/required elements and desirable elements, and to help prioritize needs. Consultant is expected to develop alternative strategies for remodeling and layout/programming of available space. Public input will be invited and a preferred building program alternative will be selected. Consultant will be asked for recommendations regarding items that can be included in the project as bid alternate items.

SELECTION PROCESS

The Consultant must comply with the following eligibility requirements:

- The work location of the Principal Architect and Project Architect is expected to be reasonably within an hour's travel time of the project site. No reimbursement is allowed for travel time, meals and/or accommodations.

- The Consultant's key personnel identified in the proposal shall be dedicated to the project for the entire duration. The City shall allow substitutions only in the event the employee leaves the firm, or is otherwise unable to perform the job duties.
- Consultant shall be capable of producing construction drawings in AutoCAD version 2004 format and preparing or converting specifications to Windows Microsoft Word version 2000.
- Consultant must perform a minimum of 51% of the dollar value of the design contract.
- Consultant (Project Architect/Project Manager) shall have successfully completed at least one community center project and successfully completed at least one project involving renovation of an existing building within the last 5 years.
- Consultant shall agree to execute the Consulting Services Agreement (attached) for these consultant services.

The following is the selection process to be used for determination of the most qualified consultant for this project:

1. The City will review and rank the written proposals, based upon factors including the following:
 - Overall experience of the proposed team and project manager.
 - Overall experience of the subconsultants/project team and key subconsultant personnel.
 - Record of successful similar work performed for other cities/public agencies by the lead firm, project manager and project team including subconsultants.
 - Special or unique qualifications of the lead firm or subconsultants.
 - Other factors that may indicate the expertise of the firms and of individuals assigned to this project.
 - Completeness and responsiveness to this RFP.
 - Sample of recent and relevant construction documents (plans and specifications) submitted.
 - Information developed through reference checks may be considered.

Based on this review and verification of written proposal materials submitted, the selection committee will develop a short list of no more than four Consultants, who will be asked to continue with the selection process. The selection committee may consist of City staff and outside representatives. The City will notify the Consultants that are not included in the short list in writing, and no further consideration of their proposals will be made.

2. Consultants included on the short list will be notified by phone and fax or letter, with a scheduled time for an interview (see schedule below.)
 - Formal, brief presentation of the firms' history or the experience of proposed project members will be allowed and is expected to be limited to twenty minutes or less.
 - Firms will be invited to present concept(s) or ideas for adaptive reuse of the building and site as a Senior Center, and to share ideas regarding particular opportunities, challenges or design solutions. Simple plan views, elevations, sketches or other means of illustration

- are welcomed. This element is encouraged as an opportunity to show the City how your firm would tackle this type of project.
- The interview will include questions relating to specific elements, technical areas of the project, and questions about the project team or the firms' past experience.
 - The total time allowed for an interview is typically sixty minutes.
 - The day-to-day Project Manager and Project Architect(s) for this project should play a significant role in the interview.
 - The interview may be videotaped.
3. Based upon the interview results, the highest-ranking consultants will be requested to present their qualifications to the Milpitas Senior Center Facilities Subcommittee (Subcommittee). The Subcommittee consists of two City Council members. The Subcommittee may ask questions relating to qualifications, specific elements or technical areas of the project. The presentations may be videotaped.
4. A consultant's final placement on the list will be based on the selection committee's recommendation, the rating of the Subcommittee and completion of satisfactory reference checks. The Subcommittee may make a selection recommendation to the City Council. The City Council will make a final determination and approve a selected consultant. The selected consultant is expected to execute the Consulting Services Agreement within two weeks of written award notification. The City expects to have the selected Consultant and their team on board, ready to commence the work, in July 2006.

PROPOSAL AND CONSULTANT SELECTION SCHEDULE

The time schedule for receiving proposals, selecting consultants, conducting interviews for the selection of the consulting firm to perform the work is as follows:

Issue RFP	Monday, April 3, 2006
Pre-Proposal Conferences	Thursday, April 13, 2006, 9:00 a.m. Fourth Floor Conference Room Wednesday, April 19, 2006, 10:00 a.m. City Hall Committee Room

The pre-proposal conference will commence in the conference room noted above at Milpitas City Hall and will continue at the project site. Attendance at one of the conferences is strongly recommended.

Proposal Submittal Due	Monday, May 1, 2006, 10:30 a.m.
Interview with Selection Committee	Tuesday to Thursday, May 16-18, 2006
Interview with Senior Facilities Subcommittee	Monday, June 5, 2006
Council Approval of Agreement	Tuesday, June 20, 2006 or subsequent Council meeting

PROPOSAL REQUIREMENTS

Consultants choosing to respond to this RFP are to submit the information outlined in this section. Firms must indicate their willingness to execute the Consulting Services Agreement (Attachment B). Consultant must submit any requested changes to the Agreement with the RFP response. The City reserves the right to accept, reject, or modify any requested revisions, and to develop revised agreement language to address requested changes. The City is not obligated to consider any revisions to the Agreement requested by the Consultant after submission of the proposal.

The City reserves the right to modify and refine the proposed scope of work prior to execution of the contract. The Consultant is encouraged to suggest revisions to the scope of work based on their expertise to create a comprehensive and complete approach that achieves the goal of creating a new senior 'active lifestyle' center for the City of Milpitas.

In addition, interested Consultants are encouraged to submit any additional information available that demonstrates any distinctive qualities of their firm or team that positions them to be uniquely qualified for this opportunity.

To be responsive to this RFP, proposals shall be submitted to address the information below.

Proposal Package #1, all Consultants:

The proposal shall be bound with tabs identifying each section. The body of this statement (Sections 1 through 4) should not exceed 30 pages. Double-sided pages are acceptable. Shorter proposals are welcomed as long as they contain the requested elements. Resumes for the proposed project team and subconsultants shall be provided in an appendix (Section 5). Additional background, project cut sheets, and promotional/informational materials regarding the team and relevant experience may be provided in the appendix.

The following information should be provided in the proposal so that the City may review your firm's qualifications and approach to this type of project:

Section 1 Project Team and Qualifications

- The names and addresses of the Architectural/Engineering Consultant and subconsultant firms on the team. Provide an organization chart of your proposed project team.
- The name and unique qualifications of the Project Manager (individual responsible for the day-to-day design and management of the Project) and how long this individual has worked with the proposed project team (staff and subconsultants.)
- Names and qualifications of Consultant's other key personnel to be used on this project, and their capacity or role, including applicable descriptions and dates of

similar work these persons have been directly involved with. Include information about the duties performed.

- Experience of the Consultant in providing the requested scope of services, specifically referencing government or agency projects that are similar in size, type and/or scope to this project. Include the date of the project, project budget, contact person and phone number of a person who can provide information regarding the Consultant's work.
- A listing of projects and references for projects that the Consultant believes would address their qualifications for this assignment. Please limit references to 6 projects, which may include those requested in the item above (please exclude references over 10 years old.) Include data for these projects showing comparison of final construction cost with client's budget; consultant's estimate; and actual bid price of construction contract.
- A listing and brief description (one paragraph) of the Consultant's current projects, status and expected time of completion.
- Experience of the major subconsultant firms in providing the requested scope of services, specifically referencing government or agency projects that are similar in size, type and/or scope to this project. Include the date of the project, project budget, contact person and phone number of a person who can provide information regarding the subconsultant's work.
- A listing of projects and references for projects that illustrate the qualifications of key subconsultants for this assignment. Please limit references to 6 projects (please exclude references over 10 years old.) Include data as available/applicable, showing comparison of final construction cost with consultant's estimate, client's budget, and actual bid price of construction contract. In particular, include such data for projects where the subconsultant was the lead firm.
- Names and qualifications of key subconsultant personnel to be used on this project, and their capacity or role, including applicable descriptions and dates of similar work these persons have been directly involved with. Include information about the duties performed.
- A list of pending or completed litigation within the past five years related to the Consultant's or subconsultants' work related to services performed by the Consultant or its subconsultants. (This list may be submitted under separate cover and will be treated as confidential if desired.)
- A statement indicating the Consulting Services agreement has been reviewed and that if selected by the City, Consultant shall execute this agreement and is prepared to begin work immediately. Consultant is to submit any requested changes to the Agreement in this section.

Section 2 Project Understanding

- This section shall define the Consultant's understanding of the proposed draft scope of work and shall describe the work proposed by the consultant. The Consultant is encouraged to review the draft scope of work, and to revise, refine or recommend for consideration additional or optional scope of work, or appropriate opportunities to streamline, based on the Consultant's expertise. Particularly indicate revisions to the draft scope of work that illuminate the consultant's understanding and experience in performing similar work.
- Describe anticipated challenges that may hinder timely, cost-effective or high-quality completion, and proposed strategies to address these challenges.

Section 3 Design Opportunities

- Creative design solutions will help the project achieve excellent adaptive reuse of an existing aging building, and deliver the best project within limited construction funding. Briefly describe or otherwise illustrate ideas or concepts that your firm might suggest for key aspects, based on your experience with community facilities, senior centers, and/or renovation projects. Possibilities may include:
 - kitchen design
 - entry area design/redesign
 - building remodel/renovation aspects
 - potential design solutions
 - special opportunities that may exist
 - approach to unique design challenges
 - means to achieve maximum "bang for the buck" from the budget
 - special considerations relating to effective/successful Senior Centers
 - re-creation of building and/or site as a Senior Center
- Include sample sheet(s) from your previous work to illustrate the above. Sheets may be layouts, elevations, or other project design info. These sample sheets may be included in the appendix as needed.

Section 4 Project Management, Quality Control, Code Compliance

- Describe your firm's project management system, including subconsultant coordination and communication, which you propose to use with your proposed project team, to maintain the project schedule and budget. Describe your cost control measures.
- Define your firm's Quality Assurance/Control program and what measures you will take to delivery a high-quality project to the City, with fully complete plans and specifications.

- Describe your team's knowledge regarding applicable Building Codes and codes/regulations that affect design. Note your team members' building and code expertise within all professions and specialties involved in this project. Note experience of structural, electrical, mechanical or other key subconsultants, particularly noting experience with renovation projects or building upgrades for code compliance.

Section 5 Appendix

- Provide resumes for all major project team members.
- Sample of deliverable: Provide a printed copy of the bid package and construction documents prepared within the last 5 years for one or two projects of similar size and complexity that demonstrates your work product. Reduced-size plans (12x18" or similar) are acceptable. The sample deliverable may be submitted on CD but hard copies are preferred. The sample construction documents will be returned upon request. The selected consultant shall provide copies of the sample documents that the City can keep.

Six complete copies of the proposal must be furnished (except one copy of the sample of deliverable is acceptable). Failure to comply with these requirements may be cause for a firm's proposal to be considered non-responsive; and therefore be rejected. The City reserves the right to waive any minor proposal irregularities.

Proposal Package #2, only required of short-listed Consultants that are invited to interview:

Consultants that are short-listed by the selection committee and invited to interview shall submit the following fee and schedule information.

Section A, Fee Proposal

Submit a fee proposal in a separate sealed envelope. Fee proposals should be detailed by phase of work and by subconsultant.

In the fee proposal, note the additional cost, if any, to provide \$2 million in professional liability insurance coverage for this project that is compliant with the applicable portions of Section 4 of the Consulting Services Agreement.

Should the proposed fee be higher than budgeted, the City reserves the right to either negotiate the fees or scope, or consider the next qualified consultant whose proposal is within the City's budget.

Section B, Project Schedule

Provide a proposed schedule for this project. It should include dates for completion of each of the phases and major tasks, completion date of the construction documents, and time allowances for City reviews, agency reviews, plan revisions, and public input.

The City reserves the right to adjust the scope of work and associated fees prior to execution of the contract.

Submit Proposal #1 packets no later than 10:30 am on Monday, May 1, 2006, at the Public Service Counter, Milpitas City Hall. Address packets as follows:

Milpitas Senior Center - Architectural and Engineering Services Proposal #1
City of Milpitas, City Engineer's Office
455 East Calaveras Boulevard
Milpitas, CA 95035-5411
Attention: Gail Seeds

Submit Proposal #2 [fee & schedule] packets no later than 4 pm on Friday, May 12, 2006, at the Public Service Counter, Milpitas City Hall. Address packets as follows:

Milpitas Senior Center - Architectural and Engineering Services Proposal #2
City of Milpitas, City Engineer's Office
455 East Calaveras Boulevard
Milpitas, CA 95035-5411
Attention: Gail Seeds

Note: City reserves the right to reject any proposals received after the specified time and date.

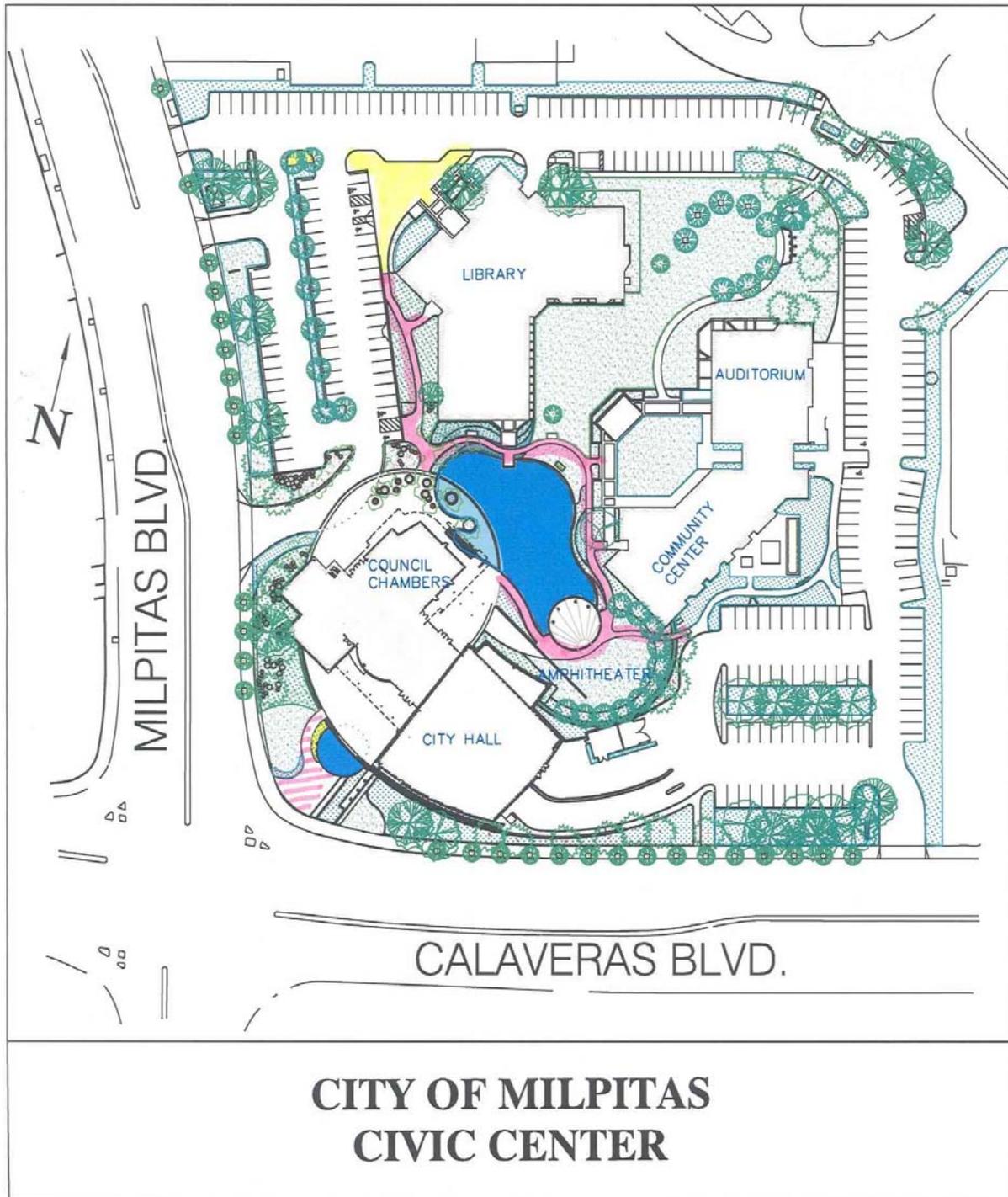
If you have any questions or desire additional information, contact Gail Seeds or Engineering Administration at (408) 586-3300 or email gseeds@ci.milpitas.ca.gov.

Attachments:

Attachment A – Site Map, Existing Milpitas Civic Center

Attachment B – Milpitas Senior Center Consulting Services Agreement (with exhibits)

Attachment A: Site Map, Existing Milpitas Civic Center



Note:

1. The existing building labeled "Library" is the future Senior Center.
2. Improvements are under construction at the adjacent Town Center site that will affect Civic Center circulation and parking. Among the modifications will be relocation of the current driveway connection near the Community Center auditorium to a location northward.

Attachment B: Milpitas Senior Center Consulting Services Agreement

DRAFT

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND

THIS AGREEMENT for consulting services regarding the Civic Senior Center Project ("Project") is made by and between respectively the City of Milpitas and the Milpitas Redevelopment Agency (hereinafter referred to for convenience only as "City") and _____ ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2006 (the "Effective Date") in Milpitas, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Consultant's Duties and Services attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____, 200_, and Consultant shall complete the work described in Exhibit A - Part 1, (Programming, Design and Bidding Services) by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. The parties will discuss an amendment to this Agreement to complete the work described in Exhibit A – Part 2 (Construction Services) prior to the expiration of the current term (for Part 1.) Consultant shall not be responsible for delays caused by the City or by causes beyond the Consultant's reasonable control as determined by the City.

1.2 Standard of Performance. The Consultant: (a) shall fulfill and perform all of its obligations under this Agreement, and (b) shall perform all professional services in the manner specified by this Agreement and in accordance with the currently prevailing standards of professionals with the level of experience and training similar to Consultants working in the geographical area in which Consultant practices its profession. Consultant represents itself as an experienced practitioner in the field of work for the scope of this project and is responsible for performing all work appropriate and necessary to produce a bid package suitable for competitive public bidding as required by the scope of work of this contract.

Consultant acknowledges that it is their obligation to prepare bid package(s), including plans, specifications, and other bid documents; suitable for bidding under the Public Contracts Code. Consultant further acknowledges that Consultant understands the standard of care required of bid packages advertised by public agencies for competitive bidding. The City is relying upon the Consultant's professional skill and experience to prepare the bid package(s). The Consultant shall produce a 100% Construction Documents and final Bid Documents ready for bid within the schedule.

1.3 Assignment of Personnel. Consultant shall assign those persons designated in Exhibit C to perform services pursuant to this Agreement. Consultant shall not remove or reassign any designated personnel from the Project without the prior written consent of the City, which City shall not unreasonably withhold. The Consultant shall be allowed to substitute personnel without prior City approval if a designated person leaves the Consultant's employ or is otherwise physically unable to perform the job duties. The new person shall be at least of equal status and experience to the designated person. The persons designated in Exhibit C represent the minimum staff to be provided by Consultant. Consultant shall assign additional persons to perform services if they are necessary to meet all of Consultant's obligations under this Agreement, including but not limited to the quality and timeliness of performance required by Section 1.2 above. The Consultant shall keep the City informed of personnel

assignments related to this project. The Consultant shall disclose to the City in writing any known contractual relationship Consultant has that would favor a supplier or contractor or would create a conflict of interest.

- 1.4 **Time.** Consultant shall devote such resources, money, personnel, and time to the performance of all of its obligations under this Agreement as may be reasonably necessary to fulfill those obligations, including but not limited to the standard of performance provided in Section 1.2 above. Consultant shall complete each phase by the date scheduled in Exhibit A.

Section 2. COMPENSATION.

City hereby agrees to pay Consultant a lump sum amount of _____ Dollars (\$_____), for all work set forth in Exhibit A, Part 1; plus all Reimbursable Expenses incurred in performing the work, as described in Exhibit B, not to exceed _____ (\$_____); plus Additional Services, if any, not to exceed _____ Dollars (\$_____). Total Compensation shall not exceed _____ Dollars (\$_____.) City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement. Consultant shall immediately disclose to the City in writing any compensation received by Consultant from persons other than the City if that compensation relates to the Project.

2.1 Invoices

Consultant shall submit invoices not more often than once a month during the term of this Agreement, based on the percentage of project phase completion prior to the invoice date, as shown in Exhibit B. Invoices shall contain the following information:

- Serial identifications of progress bills; *i.e.*, Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A tabulation of Reimbursable Expenses for the billing period;
- Total invoice amount, total billed to date, and remaining amounts, for each phase.
- Certification of the lack of compensation on the Project other than compensation from the City;
- False Claims Act certification in the form set forth in Exhibit E;
- The Consultant's signature.

- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. The Consultant shall provide reasonable information for the City to evaluate monthly progress billing.

2.2.1 Retention

City shall retain 10% of each approved payment and withhold that amount. The City shall release retention accrued through the end of the Building Program phase (Tasks 1-2) upon City approval of the final Program. The City shall release retention accrued through the end of Bidding and Award (Tasks 3-7) after a

successful construction bid is received for the Project. For purposes of this paragraph, a successful construction bid is a responsible bid within 110% of the Final Estimate of Probable Construction Cost, or one that is accepted by the City Council and awarded a construction contract. If the project is not issued for bid within 60 days of Plan Approval, the duration of which shall be in accordance with City standard plan check review time, City will release full retention.

- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. If Consultant performs services pursuant to the City's request (see Section 2.9 below) that are not within the scope of Exhibit A, then Consultant shall be paid for those services based on the hourly rates for additional services specified in Exhibit B.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a phase or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

- 2.5 **Additional Services.** A contingency amount of _____ dollars (\$_____) is included in the contract that may not be used without express written authorization by the City for additional services. Fees for approved work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B. These fees shall apply through the end of the calendar year in which this Agreement is signed and shall be adjusted each year to be the lesser of the Consultant's standard billing rates or an increase no more than the change in San Francisco-Oakland-San Jose Consumers Price Index.

- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed _____ dollars (\$_____). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement.

- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 **Payment upon Termination** If the City terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date. If the City terminates this Agreement for cause the City shall not be required to make any further payment to the Consultant, and Consultant forfeits all accrued retention to date and the current month's payment as liquidated damages for the loss to the City to administer the completion of the work by others.

- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City. Consultant shall notify the City in writing and receive written authorization to proceed, prior to doing any work that Consultant feels is beyond the scope of work of the present contract phase. Consultant shall not delay the work after receiving authorization to proceed. Consultant acknowledges that timely performance of services is paramount to avoid delay to the Project and damages to the City.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meet the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of insurance shall be included in the Consultants fees, except for cost of additional insurance that may be provided by the City. Consultant shall not allow any subconsultant to commence work on any subcontract until Consultant has obtained proof that they are adequately covered by all necessary and prudent insurance. The Consultant shall submit the required certificates of insurance or policies upon submitting an executed original of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed.1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

- 4.3.1 **General requirements.** Consultant, within the fee described in Exhibit B shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000.00 per claim.
- 4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, as long as it is reasonably available at that time, to the extent provided in the fee structure of Exhibit B.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of work under this Agreement.

4.4 Requirements for All Policies.

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Best's rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certificates of insurance and certified copies of all policies, including complete certified copies of all endorsements. All copies of certificates, policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 4.4.3 **Notice of Reduction in or Cancellation of Coverage.** An endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, except for ten (10) days for nonpayment of premium. If any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner known to Consultant, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change(s) in coverage.
- 4.4.4 **Additional insured; primary insurance.** Except for the professional liability and workers' compensation policies, each of the following shall be included in the insurance coverage or added as an endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) to all policies stating that the City and its officers, employees, agents, contractors, consultants and volunteers shall be covered as additional insureds with respect to each of the following: liability

arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants or volunteers.

An endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers, which authorization shall not be unreasonably withheld.

- 4.4.6 Subconsultants.** Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and certified endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

- 4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

- 4.6 Waiver.** The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

SECTION 5 INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel reasonably acceptable to City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subconsultants, or agents, or acts for which they could be held strictly liable, or by the quality or character of their

work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers, or (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance policies and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause.

This indemnification and hold harmless clause shall apply to any such damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

If Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing in this Agreement or elsewhere, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subconsultant shall use due care to comply with all laws applicable to the performance of the work hereunder. Consultant shall exercise due care that the design and bid documents comply with all laws, regulations, and good practices. Consultant's activities in conducting business shall comply with all applicable laws and regulations.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

- 7.4 **Licenses and Permits.** Consultant represents to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of any nature whatsoever that are legally required to practice their respective professions. Consultant represents to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, or bidder for a subcontract. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in all subcontracts.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may terminate this Agreement at any time with or without cause upon written notification to Consultant. In the event of termination without cause, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. City owns all materials produced under this agreement; however the City shall not hold the Consultant liable for the City's use of incomplete design work and related calculations and documents.

Consultant may not terminate this Agreement for any reason other than City's breach of contract. If any dispute exists between Consultant and City, Consultant must continue to perform all of its services, however City will participate in mediation if a dispute cannot be resolved in the normal course of work, after Consultant has submitted its disagreement in writing to the City along with related documentation, and allowed the City reasonable time to consider the information, get direction from its advising bodies, and attempt resolution of the matter with the Consultant. Consultant may seek other legal remedies following mediation. During construction Consultant does not have the right to terminate this Agreement, or cease performance under this Agreement, except for breach of contract by the City, as this action would likely cause extensive harm to the City by, among other things, interfering with construction of the design prepared by the Consultant

- 8.2 **Extension.** The City Engineer or his designee may, in his sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that the extension, in and of itself, shall not obligate the City to provide Consultant with compensation beyond the amounts provided for in this Agreement.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's professional competence, experience, and professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant.

Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subconsultants noted in the proposal, without prior written approval of the City.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, the City shall give the Consultant notice and reasonable opportunity to correct the breach. If the Consultant fails to correct the breach to the City's satisfaction, City's remedies shall include, in addition to all other remedies available to City under this Agreement and law, the following:
- 8.6.1 Terminating the Agreement;
 - 8.6.2 Retaining the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3 Hiring a different Consultant to complete the work described in Exhibit A not finished by Consultant, or City staff may complete such work; and/or
 - 8.6.4 Terminating the Agreement for any breach shall require forfeiture by the Consultant to any claim to all retention held by the City to date, and the current month's payment otherwise owed to the Consultant and any other amount otherwise owed to Consultant by City under this Agreement.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All significant work products, including drawings and specifications, reports, maps, models, charts, studies, surveys, and photographs, plans, studies, specifications, records, files or any other documents or materials in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City in the normal course of work or upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Consultant agrees that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of City.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor at the request of City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Mediation.** If a dispute arises out of or is related to this Agreement, or the breach thereof, and if the said dispute cannot be settled through direct discussions, the City and the Consultant, as parties to this Agreement, agree to first endeavor to settle this dispute in an amicable manner by mediation through a mutually agreed-to mediation service before having recourse to a judicial forum.
- 10.2 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.3 **Venue.** If either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.
- 10.4 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.5 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.6 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.7 **Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.8 **Force Majeure.** The Consultant shall be excused from performing any obligation or undertaking provided in this Agreement in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by an act of God, fire, earthquake, flood, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of the Consultant.
- 10.9 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et. seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et. seq.*

Consultant hereby states that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the

City in the previous twelve months, Consultant states that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.10 **Solicitation.** Consultant agrees not to solicit business at any meeting, or focus group, related to this Agreement, either orally or through any written materials.
- 10.11 **Contract Administration.** This Agreement shall be administered by the Public Works Director/City Engineer or designee, who shall act as the City's representative. All correspondence shall be directed to or through the Public Works Director/City Engineer or designee.
- 10.12 **Notices.** Any written notice to Consultant shall be sent to:
- Consultant Name
Address
Attention:
- Any written notice to City shall be sent to:
City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035-5411
Attention: Greg Armendariz, Public Works Director/City Engineer
- 10.13 **Professional Seal.** In accordance with licensing regulations and codes, work shall have the professional seal and signature of the licensed professional responsible for the work. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. Submittals to the Building Department shall be stamped as "building permit submittal" and stamped and signed as required by the Building Department's rules.
- 10.14 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.15 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The following exhibits are included:

- | | |
|-----------|--|
| Exhibit A | Scope of Consultant's Duties and Services |
| Exhibit B | Compensation Manner and Amount, Reimbursables, Estimated Payment Schedule, Hourly Rates |
| Exhibit C | Personnel, The Professional Team |
| Exhibit D | Certificates of Insurance, Workers Compensation Insurance and Errors and Omissions Insurance |
| Exhibit E | Invoice or Claim Declaration |
| Exhibit F | City Support |

The Parties have executed this Agreement as of the Effective Date.

CITY OF MILPITAS

CONSULTANT

Charles Lawson, City Manager

Principal/President

MILPITAS REDEVELOPMENT AGENCY

Charles Lawson, Executive Director

Principal/Secretary,
Chair Board of Directors

Attest:

Mary Lavelle, City Clerk/Agency Secretary

Approved as to Form:

Steven T. Mattas, City Attorney/Agency Counsel

Approved as to Content:

Greg Armendariz, Public Works Director/City Engineer

Financial Approval:

Emma Karlen, Finance Director

Exhibit A

SCOPE OF CONSULTANT'S DUTIES AND SERVICES

Consultant shall perform professional architectural and engineering (A&E) services related to the programming, investigation of existing conditions and pre-design, site planning, schematic design, design development, construction documents, cost estimating, scheduling, bidding, and construction contract award for the new Senior Center Project to be located at 40 North Milpitas Blvd., in the City of Milpitas, California, ("Project"). Consultant shall provide complete, professional, quality services and products. All services under the scope of work shall comply with the contract provisions. Consultant shall also provide consultation to City staff, City Council and others who are involved with the Project and shall provide guidance, advice and assistance in completion of the Project.

PART 1 PROGRAMMING, DESIGN AND BIDDING SERVICES

SECTION 1 GENERAL

The Project will include renovating the existing Milpitas Public Library building. The approximate size of the existing library is 18,500 SF. It is anticipated that the renovation improvements shall not exceed the existing building footprint. However, refinements during the programming and conceptual design phase will allow determination of the final footprint of the improvements.

The City's Project staff (Project Manager) shall manage the design of this Project and performance under this Agreement. Consultant shall receive final direction from the Project Manager or City's authorized designee. The Project Manager shall resolve any conflicting direction from other groups, departments or agencies. Consultant shall provide the services necessary to complete the design of the Project, as defined in this Agreement, including but not necessarily limited to, preparation of documents to indicate compliance with applicable codes, rules, regulations, and guidelines, and as required by the Building Department for issuance of a Building Permit.

A. General Performance Requirements:

1. Consultant shall coordinate this scope of services with the City's departments and City's separate consultants and contractors as needed and as directed by City.
2. Consultant and the City recognize the importance of the need to maintain the Consultant's key personnel throughout the entire duration of services, and therefore will conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner.
3. The schedule for the performance of the Consultant's services included in Exhibit A may be adjusted by mutual agreement as the Project proceeds. Consultant shall manage the Consultant's services, manage its Subconsultants and administer the Project. Consultant shall consult with the City, research applicable design criteria, communicate with members of the Project Team, and issue monthly written progress reports and brief weekly e-mail updates on progress, or as otherwise mutually agreed to with the City.
4. Consultant shall obtain plan approvals and permits from the Fire, Planning, and Engineering departments.
5. Consultant shall prepare, and periodically update, a Project Schedule for the City's review. The Project Schedule shall identify milestones, dates for decisions required of the City, design services furnished by the Consultant and the Consultant's Subconsultants, dates of

reviews and approvals required by all governmental agencies that have jurisdiction over the Project, deliverables to be furnished by the Consultant, completion of documentation provided by the Consultant, commencement of construction and substantial completion of the Work. The schedule shall include adequate periods of time for review and consideration by City and shall incorporate pertinent calendar information including all Consultant Holidays, City Holidays, and public meeting dates of the Senior Advisory Commission, Senior Center Facilities Subcommittee, City Council, and relevant meeting dates of the City Parks Recreation and Cultural Resources Commission (PRCRC) or Planning Commission. The Project schedule shall include these milestone dates:

- Completion of Program;
 - Completion of Conceptual Design;
 - Completion of Schematic Design;
 - Completion of Design Development;
 - Completion of 60% and 100% Construction Documents;
 - Completion of Bid Documents;
 - Other milestones pertinent to the completion of the Project.
5. Consultant shall submit design documents to the City for purposes of review and evaluation by the City at the end of the Conceptual Design, Schematic Design, Design Development, 60% and 100% Construction Document phases, and final bid documents. Consultant shall address all comments provided and compiled by the City into a single set of coordinated comments and make revisions as required by the City for each phase in a timely manner. In responding to review comments and revising the design documents, Consultant shall review, coordinate and address all associated consequences of the revisions to maintain the integrity of the documents and the design intent. Submittals that have not completely addressed prior review comments will either be accepted as an intermediate submittal that does not satisfy the milestone, or may be rejected, until the submittal addresses the prior review comments.
 6. Consultant shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
 7. Consultant shall provide the City with information and recommendations on the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.
 8. Upon request of the City, Consultant shall make presentations to explain the design of the Project to representatives of the City, as necessary to inform the City's various bodies (City Council, Commissions, Subcommittees, Departments) to support the City's development and Capital Improvement review process, at each of the phases.
 9. Consultant shall not rely on the accuracy of City Record Documents. The City does not warrant the accuracy or completeness of its Record Documents. Consultant shall verify all information to their professional satisfaction. Consultant will note and report any discrepancies observed in the course of professional activities covered by the services provided under this Agreement.
 10. Consultant shall prepare two team organizational meetings, one each at Programming and Design phases to introduce team members, to establish Project communication, and to discuss the participants' roles, responsibilities, and authority.
 11. Consultant shall meet with the City Building and Planning departments, prior to the start of Schematic Design and Construction Documents phases, in order to review local and state codes for zoning, building, and CEQA/NEPA submittal and approval requirements.
 12. Consultant shall make all submittals required to obtain building permits for the Project to the City of Milpitas Building Inspection Division, 455 East Calaveras Blvd, first floor. The Consultant shall meet with the Building Official as required to review and discuss plan

- review comments from the Building Official. The Consultant shall make any and all revisions to the plans and provide all submittals to the City as required by the City of Milpitas Building Official in order for the City to issue required building permits.
13. The Consultant shall be responsible for reviewing, coordinating, integrating and preparing all construction documents of all Subconsultants, and obtaining the stamp and signature on the plans and documents of Subconsultants requiring professional licensure, as required by State law. Consultant shall incorporate into each set of plans and each submittal to the City and City Building Department those plans, specifications, calculations, reports and other documents prepared by Subconsultants. Plans that are prepared by Subconsultants and not incorporated into sets of complete plans will not be accepted by the City Building Department and will not satisfy achievement of the milestone.
 14. Consultant shall provide design coordination of structural system, mechanical, HVAC, plumbing, data/voice, audio/visual technology, electrical, lighting, telecommunications, alarm, and other systems, for proper location, clearance and space requirements in order to reduce potential conflicts between these systems.
 15. Consultant shall design and detail all aspects of the Project as their work, and limit the amount of design and detailing required during construction or required of the Construction Contractor to those items specifically enumerated herein below. Consultant shall provide detailed concept drawings and performance specifications and specific examples of material, products, fixtures and equipment that meet the performance specification, that provide sufficient detail to coordinate all design/build work with the Project. A list of “deferred submittals” for Contractor design/build work to be included in the Construction Documents may include the following:
 - a. Automatic fire sprinkler system
 - b. HVAC equipment and ductwork supports
 - c. Manufactured guardrail or handrail structural components of systems, if used
 - d. Panelized ceiling systems, if usedConsultant shall neatly list all submittals required in the Construction Documents, organized in reasonable categories, on a spreadsheet, indicating: the item, the estimated quantity, estimated cost, at least one acceptable manufacturer or material supplier (three preferred), and references to the item mentioned in the Construction Documents, other pertinent comments or information. Generally, systems or products that are proprietary, licensed, or require periodic payments for continued use, are not acceptable. Exceptions may be allowed for certain items, where Consultant has provided reasonable information that indicates the use is necessary and cost-effective to the City.
 16. All work shall be done in an electronic format, appropriate to the work product, including (AutoCAD) drawings, plans, elevations, sections, diagrams, details, etc., (Word) specifications, reports, and other narrative documents, (PowerPoint) presentations, (Excel) Spreadsheets, (Project) schedules, and other appropriate digital electronic formats. Each submittal shall include the digital electronic information on CD, including all files, symbols, libraries, fonts or other information needed to view and print the digital data, as well as a paper hardcopy.

B. Estimate of Probable Construction Cost

Consultant shall be responsible to design the Project to the approved Construction Budget and Cost Plan for the Senior Center, as developed in conjunction with the City during the Programming effort. The Consultant shall provide an Estimate of Probable Construction Cost at each major design submittal, to demonstrate that the design is within the approved Construction Budget. The approved Construction Budget shall be such that if the lowest bid is not more than 110% of the final Estimate of Probable Construction Cost, it will fulfill the Cost Plan. For the

purposes of the Estimate of Probable Construction Cost, it is assumed that the Project will be designed, bid, and constructed as a single Project, publicly advertised for at least 4 weeks, for competitive public bids, using the 100% Construction Documents.

SECTION 2 SCOPE OF SERVICES

The Consultants' scope of services for this Project shall include full Architectural and Engineering Services and all other necessary design elements for these facilities. The Consultant shall provide in-house personnel or Subconsultants to perform the services described below and in this Agreement, including but not necessarily limited to:

- Architectural design
- Acoustical design/sound attenuation as needed
- Audio/Visual technology design
- Building security design (compatible with City standard equipment)
- Civil engineering
- Code compliance and associated documentation
- Cost estimating
- Data and voice cable/raceway design
- Electrical engineering design
- Energy efficient/environmentally friendly design
- Fire protection design
- Geotechnical engineering
- Graphic and signage design
- Interior design
- Landscape design
- Land surveying
- Lighting design
- Mechanical engineering design
- Plumbing design
- Roofing and waterproofing design
- Structural design and calculations
- Technology integration
- Furniture selection
- Casework as needed
- All other normal and customary work to provide 100% Construction Documents suitable for building permitting and public bidding.

TASK 1: INVESTIGATION OF EXISTING CONDITIONS

- 1.1 Consultant to prepare a team organizational meeting to introduce team members, establish Project communication, discuss participants' roles and authority.
- 1.2 Consultant shall conduct investigation of the existing building and site to identify conditions that may be substandard, noncompliant with current codes, need renovation or upgrading or corrective actions, or be inconsistent with use of the building and site as a Senior Center.
- 1.3 Consultant shall conduct topographic survey as needed for programming and design of the Project.

- 1.4 Consultant shall conduct geotechnical investigation for design and programming of the Project and to identify geotechnical parameters for seismic/foundation/structural design as needed. Consultant shall review the geotechnical findings with the City.
- 1.5 Consultant shall conduct investigation and analysis as needed of the building's structural condition, seismic adequacy, compliance with current standards, and extent of renovations needed.
- 1.6 Consultant shall conduct investigation and analysis as needed of roofing/weatherproofing, heating/cooling systems, lighting, energy efficiency, code compliance, and any building or site aspects that relate to design and renovation as a safe, healthy senior center facility that meets current standards.
- 1.7 Testing and analysis shall be conducted in a manner that does not disturb the Library's ongoing activities. Investigation of building or site conditions that could affect Library operations should be scheduled to occur during non-public hours as needed.
- 1.8 Consultant to review and identify any noted site related discrepancies from the survey, geotechnical, structural and other site reports and analyses that might affect the Project.

TASK 2: BUILDING PROGRAM

- 2.1 The Consultant shall develop a proposed Senior Center Program to support Senior Services, including recreation, nutrition, learning, companionship, counseling, health and well-being.
- 2.2 The Program shall include building design that is flexible to adapt to future programs and uses.
- 2.3 The Program shall incorporate information and respond to needs identified in the June 2002 "Senior Needs Assessment" as appropriate.
- 2.4 The Program shall include building design that allows after-hours use by the Community and be coordinated with the Civic Center to enhance the Civic Center.
- 2.5 The Program design shall include cost-effective building design.
- 2.6 The Consultant shall include appropriate outdoor opportunities to complement the program space.
- 2.7 Consultant shall tour the City's existing interim Senior Center and at least 3 other senior centers as acceptable to City to identify desirable elements for inclusion and avoid undesirable elements in the program where possible. Consultant shall invite City project team staff to attend such tours; City staff shall arrange their own transportation to sites. Consultant shall take photographs of all 4 senior centers suitable for Subcommittee and City Council presentations, and provide digital copies to the City.
- 2.8 The following amenities and accessibility features are expected to be incorporated in the building program:
 - Protected entry
 - Reception/meet & greet area
 - Classrooms for music, dance, art, instruction (including computer workstations), and multi-purpose
 - Counseling rooms (4), associated waiting areas and storage for case files
 - Recreation area/game room(s) with space for pool and ping pong tables, game/card tables, seating, game storage, cue rack
 - Library area with bookshelves
 - Community area(s) with flier/brochure racks, display boards, PA system, television, seating
 - Living room-style area for relaxing and socializing desirable
 - Coffee-Tea-Beverage station
 - Catering kitchen. Anticipated current program needs include:
 - refrigerators
 - freezers
 - steam table
 - electrical outlets & area for insulated holding cabinets (hot food trays)

- prep sink
- 3-basin commercial pot sink
- hand sink
- commercial quality stove or warming appliances
- microwave
- dishwasher
- garbage disposal
- dry storage
- chemical storage for cleaning products
- ample electrical outlets
- phone/intercom system
- desirable additional items if budget/space allow include salad bar facility, soup service, ice machine, recessed trash receptacles, additional ovens/equipment for on-site cooking, space for self-serve beverage service
- Dining/Assembly area, including
 - check-in area for program participants with phone/intercom
 - portion of floor area suitable for dancing
 - microphone jacks
 - layout suitable for viewing movie/projector screen, bingo boards etc.
 - desirable items if budget/space allow include raised stage, microwave station, drinking fountain in dining area, built-in projection facilities
- Restrooms with automated hands-free facilities
- Front desk with bi-level counters (accessible), 4 work stations and file/storage space
- Staff offices with staff kitchenette (option) and staff restroom (option)
- Vending machine area
- Drinking fountains
- Janitor closet with mop sink and storage
- Storage
- Utility, Electric, Telecom, Storage, Refuse/Recycling
- Automated doors
- Assisted hearing with wireless high-fidelity PA system
- Easy-to-read signs, clocks and room names and numbers including Braille signs
- Security system
- Layout and security conducive to use of selected rooms/facilities for after-hours events
- HVAC system that is clean, efficient, quiet
- Non-glare lighting; and other amenities.

Site improvements are expected to include:

- Connections to outdoor Civic Center spaces
- Circulation modifications as needed for shuttle service/passenger drop-offs and delivery vehicles, including possible realignment of islands/drive aisles/parking/entry paving to improve circulation
- Front entry area modifications as needed
- Trash enclosure modifications/relocation as needed
- Upgraded walkway connection from Veterans Memorial vicinity to N. Milpitas Blvd. (Note that paving, bollard lighting and amenities are to be coordinated with adjacent work at Town Center site per an existing City-developer agreement.)
- Landscaping and site work as appropriate
- Desirable additional items if budget/space allow include outdoor patio space, lighting, PA system, screening, shaded area, barbeque with sink, outdoor seating & table(s), layout that accommodates portable heaters.

- 2.9 Consultant shall prepare documentation to determine the kitchen design that will satisfy the needs of the new Senior Center, including information to assist the City in determining the appropriate extent of food service facilities and equipment. At a minimum the kitchen shall be sufficient to serve the needs of the Senior Nutrition Program and after-hours uses for special events and rentals. The Kitchen may be designed to provide food service to the other buildings at the Civic Center, which may include provisions of rolling food warming carts and coolers to serve the Community Center and City Hall for special functions.
- 2.10 Consultant shall assess the cost and benefit of adding roof-mounted solar photovoltaic panels for energy generation and energy efficiency, and provide findings and a recommendation. If City decides to add solar panels to the project program, design of solar panels would be added to the Consultant's scope of services as an Additional Services task.
- 2.11 Consultant shall develop an outline program for the senior center, in sufficient detail to determine appropriate square footages for the various current and future functions, identify adjacencies, and allocate space within the remodeled building.
- 2.12 Consultant shall develop a proposed construction program that includes essential upgrades, code compliance, and facilities that will meet priority current and projected needs. Consultant shall provide and incorporate recommendations regarding extent of building and site upgrades based on the information developed during Task 1. Consultant shall identify extent of recommended modifications to roofing, HVAC, lighting, structural features, restrooms, accessibility, or other elements. The program will identify alternative approaches/systems/materials as feasible. The program will seek cost efficiency to deliver maximum adaptive reuse within limited budget. Early concepts for the base program shall be reviewed with the project team for input.
- 2.13 Consultant shall develop two or more alternate layouts for the building and the site.
- 2.14 Consultant shall coordinate with City to develop a proposed Cost Plan for the overall project that includes all anticipated elements, hard costs and soft costs through completion of construction and commissioning/startup of project.
- 2.15 Consultant shall coordinate with City to develop a Construction Budget with a construction bid cost target. The cost target will be selected to provide an allowance for future bidding climate, such that a responsive low bid that is 10% (or other agreed upon percentage) above the bid cost target will still meet the Cost Plan.
- 2.16 Consultant shall prepare conceptual cost estimates for the proposed program and identify an appropriate program that is within budget. As requested, Consultant shall include estimates for nonessential but desirable features that would be outside the project budget but could be pursued in the future.
- 2.17 The program and cost estimate shall identify the preliminary proposed building systems with criteria/descriptions and/or level of quality proposed for major elements, such as structural, mechanical, plumbing, kitchen, electrical and lighting, telecommunications/data, building envelope and exterior materials, level of interior finishes, furnishings and equipment, and signage. The program and cost estimate shall identify the preliminary site improvements criteria/descriptions for passenger drop-off/loading, protected entry, deliveries, trash enclosure, landscape, lighting, utilities, signage, parking/circulation modifications if applicable, and patio if included.
- 2.18 Consultant shall submit an Administrative Draft Program for internal City review including the elements and alternatives described above. Administrative Draft Program shall identify program(s), features included, layout/design/construction alternatives, assessment of alternatives, construction cost estimates, diagrams illustrating programs and layouts, identification of local design requirements, site constraints, recommended space allocations, adjacencies, existing and projected programs and services with usage/participation figures or estimates, and findings derived from review of comparable local senior centers. The Cost Plan may be included as an appendix or a stand-alone document as directed by City. Consultant shall revise the administrative draft program and alternatives per City input.

- 2.19 Consultant shall respond to City input on the Administrative Draft Program, incorporate appropriate modifications, and submit a Draft Program.
- 2.20 Consultant shall prepare to present the Draft Program at a Commission meeting for public input and a Senior Center Facilities Subcommittee meeting for input regarding a preferred alternative.
- 2.21 Consultant shall refine a preferred alternative, cost estimate and Draft Program per input received.
- 2.22 Consultant shall prepare a final Senior Center Program.
- 2.23 Consultant shall attend a City Council meeting to present the final Program.
- 2.24 All Program reports, draft and final, shall be submitted in ten (10) hard copies, one reproducible original-quality hard copy, and one digital copy on a CD in a format acceptable to City.
- 2.25 Consultant shall be prepared to meet biweekly with staff or project team during the programming process.

TASK 3: CONCEPTUAL DESIGN

- 3.1 Consultant to review local building codes and other applicable codes/requirements and the selected Senior Center Building Program and identify in writing any design issues or opportunities. Consultant shall confer with City Building Division and Planning Department to confirm zoning and CEQA review and other approval requirements.
- 3.2 Consultant to confer with City to review and confirm existing conditions and site analysis results and review options for conceptual design alternatives with the City.
- 3.3 Consultant shall perform more detailed analysis as needed to generate conceptual Design Alternatives for site plan, interior building layout, type of architectural treatment, and design of major items (roofing, glazing system if modified, e.g.). Consultant shall prepare alternatives for conceptual site plan, conceptual building layout, architectural treatment, and design of major items. Consultant shall provide comparative cost data and decision-making information packet. Consultant shall prepare three-dimensional/ axonometric study views of alternatives. Views shall illustrate day and night conditions from both interior and exterior perspectives. If a building addition is proposed and is cost effective, Consultant shall provide a massing model (computer or physical).
- 3.4 Consultant shall prepare Team Meeting and present conceptual design alternatives and assist team in selecting a preferred alternative.
- 3.5 Consultant shall revise and finalize the alternates and decision-making packet as directed.
- 3.6 Consultant shall prepare for and attend a Commission meeting for public input and a Senior Facilities Subcommittee meeting to present the conceptual design alternatives for review and for a Subcommittee recommendation to the City Council.

TASK 4: SCHEMATIC DESIGN

- 4.1 Consultant to refine Schematic Plan based on direction and input from Conceptual Design phase.
- 4.2 Consultant to perform preliminary code compliance review per City Building and Planning Departments requirements.
- 4.3 Consultant to prepare Schematic Design package and statement of Estimate of Probable Construction Cost.
- 4.4 Consultant shall provide services necessary for the preparation of Schematic Design documentation for review and approval by the City. The Schematic Design documentation shall be based on the City-approved conceptual design and shall be of sufficient scope and detail to fix and describe the size and character of the Project.
- 4.5 Schematic Design documentation services to be provided by Consultant shall include the following:

- a. Architectural design /documentation services, including development of all Schematic Design documents necessary to establish the final scope, relationships, forms, size, appearance and cost of the Project.
 - b. The Schematic Design documents shall include scale drawings for the following:
 - site plan with on-site and off-site work information
 - preliminary building plans depicting the area and configuration requirements for all interior and exterior spaces and demonstrating circulation
 - sections including the context, elevations including the context, and colored plan diagrams showing programmed uses and circulation
 - These plans shall be at reasonable scales, but not smaller than 1"=20' for site and civil sheets, and 1/8" = 1' for floor plans.
 - c. The Schematic Design documents shall describe preliminary alternatives for major materials, finishes, systems and products including an evaluation of cost and durability.
 - d. The Schematic Design documents shall describe preliminary selections of major building systems and construction materials.
 - e. The Schematic Design documents shall indicate improvements including landscaping outdoor spaces and modifications to parking, driveways, drop-off and entry areas.
 - f. The Schematic Design documents shall include schematic engineering design recommendation consisting of design criteria statements for civil, structural, mechanical, plumbing, electrical, fire protection, acoustical, lighting, security, audio-visual, and data / telecom systems. For each discipline, these statements shall include design criteria noted in the Building Program, building design and/or code requirements, identification of preliminary design loads and performance criteria.
 - g. The Schematic Design documents shall identify a location for Public Art feature(s), based on the type of feature(s) has been selected by City. Documents shall allot space, utilities or other appurtenances as needed for the Art. City will handle tasks related to Public Art as described in Exhibit F of the Consulting Services Agreement.
 - h. All other normal and customary work related to Schematic Design that the Consultant finds necessary or that will lead toward the timely delivery of other phases of work in this Agreement.
- 4.6 Documents shall identify preliminary space requirements for structural and building enclosure systems, preliminary space requirements for all mechanical systems and other equipment, and points of connection for utilities.
- 4.7 Provide coordination of major mechanical, electrical, plumbing and information technology systems and building structure. Resolve conflicts between these and any other elements:
- a. Specification services, including development of preliminary outline specifications and preparation of necessary design documents consistent with City standard specifications and details and the City contract boilerplate.
 - b. Consultant shall be invited to identify bid alternates, as they deem appropriate to enhance the possibility that actual costs shall agree with the statement of Estimate of Probable Construction Cost.
 - c. Consultant shall submit one electronic set, one reproducible, and six copies of the Schematic Design documents for the City.
- 4.8 Consultant shall carefully review and address all review comments by City and other reviewers and revise Schematic Design documents as requested.
- 4.9 Consultant shall prepare Team Meeting to present the Schematic Design package for review.
- 4.10 Consultant shall finalize Schematic Design package incorporating comments from a peer review, if held by City.
- 4.11 Consultant shall prepare renderings and appropriate study materials sufficient to communicate design intent to a broad audience.

- 4.12 Consultant to prepare and present the Schematic Design package to the Senior Advisory Commission/other public meeting, the Senior Center Facilities Subcommittee, and the City Council as directed by the City.

TASK 5: DESIGN DEVELOPMENT

- 5.1 Consultant shall coordinate and include all Subconsultants throughout the Design Development phase and coordinate with the City, City's representative and key departments, including, but not limited to, City's Building, Planning, Engineering and Information Services staff.
- 5.2 Consultant shall prepare Design Development documents as specified in "Deliverables" section below based on refinement and further development of the approved Schematic Design, including preliminary furnishing layouts, built-in fixtures, and equipment selections.
- 5.3 Consultant shall coordinate meetings with Building and Fire Department to review plans.
- 5.4 Consultant shall attend Team Meeting and present Design Development package for review.
- 5.5 Consultant shall refine Design Development plans based on comments received from City, and provide updated exhibits as needed for Subcommittee and Council reviews.
- 5.6 Consultant shall attend Senior Facilities Subcommittee Meeting for public and Subcommittee input on the Design Development package.
- 5.7 Consultant shall attend City Council Meeting to present 100% Design Development package for review and approval.
- 5.8 Deliverables:
 - a. Design Development package that illustrates and describes the refinement of the design of the Project, establishing scope, relationships, forms, size and appearance of the Project by means of plans, building and wall sections, exterior elevations, typical construction details, equipment layouts.
 - b. Site plans and floor plans for all major disciplines.
 - c. Preliminary furnishing layout plan.
 - d. Preliminary finish, materials and equipment schedules.
 - e. One set of electronic digital documents, one set of reproducible and six copies of Design Development package.
 - f. Outline specifications: Specification shall identify the major materials and systems and shall establish their general quality levels.
 - g. Details and specification shall be consistent with the Construction Specifications Institute (CSI) format.
 - h. Engineering documents shall include single line diagrams describing structural, mechanical, plumbing and electrical systems.
 - i. Principal interior and exterior elevations showing preliminary locations of all electrical and mechanical controls, telecommunications, security, as well as life-safety devices for coordination with furnishing layout.
 - j. Public Art: documents shall allot space, utilities, mounting support or other appurtenances as needed for Public Art feature(s) based on the type of feature(s) selected by City.
 - k. Cost estimate: Consultant shall submit Estimate of Probable Construction Cost review by City.
 - l. City may retain an independent firm to assist in reviewing construction costs. This independent check will be performed strictly for the benefit of the City, and shall not relieve the Consultant from its obligations under this Agreement. The City is not obligated to perform any independent check, and the Consultant shall not rely upon it for any check or review. Consultant shall prepare and attend a Team meeting, to review the Estimate of Probable Construction Cost and to confirm that the design remains within the approved construction budget. Consultant shall respond to input from City and City's representative resulting from

- cost estimate review. Should the design not be within the budget, Consultant shall revise the design as required and acceptable to the City to bring the design within the approved budget.
- m. All other normal and customary work related to Design Development that the Consultant finds necessary or that will lead toward the timely delivery of other phases of work in this Agreement.
- n. Consultant shall prepare Design Development documents consisting of the following drawings as needed, including but not limited to:
- Access control
 - Audio / Visual Design and Details
 - Architectural Floor Plans
 - Building Code Analysis and Vicinity Map
 - Building Elevations
 - Building Sections
 - Building Equipment Plan
 - Service Counter(s), and Casework as applicable
 - Ceiling Plan
 - Ceiling Representative Details
 - Cost Estimate
 - Demolition Plans
 - Detailed Site Plan
 - Door/Window Schedules
 - Electrical Plans
 - Electrical Room Detail Layout
 - Exterior Elevation Plans (all)
 - Exterior Elevations (enlarged partial, as needed)
 - Exterior Wall Representative Details
 - Finish Schedules
 - Graphics and Signage Design
 - Foundation Plan
 - Foundation Sections and Representative Details
 - Furniture / Furnishing Plan
 - Fire Sprinkler Plans
 - Floor Finish Plans
 - HVAC System Plans
 - Interior Design
 - Interior Elevations
 - Interior Elevations (enlarged and details as needed)
 - Kitchen & Food Service Plans & Details
 - Kitchen Health Code Plans
 - Kitchen Specialties
 - Landscape/Irrigation Design
 - Mechanical Plans
 - Mechanical Room Details
 - MEP coordination working drawings (enlarged at congested areas)
 - Millwork Representative Details (as needed)
 - Photovoltaics/solar energy system if included in program and approved as an Additional Services task
 - Physical / Visual Attributes
 - Preliminary Lighting and Representative Details
 - Security System Design and Representative Details
 - Reflected Ceiling Plans

- Restroom Plans (enlarged)
- Roof Plans
- Roof Details
- Security Plans and Details
- Structural Plans
- Site Plan
- Specifications
- Submittals List
- Telecommunications Layout and Representative Details
- Temporary Facilities Plan and Temporary Shoring if applicable
- Voice and Data Design
- Wall Section / Details (All Elevations)
- All other normal and customary plans related to Design Development that the Consultant finds necessary or that will lead toward the timely delivery of other phases of work in this Agreement.

TASK 6: CONSTRUCTION DOCUMENTS

- 6.1 Consultant shall coordinate and manage Subconsultants throughout Construction Documents phase.
- 6.2 Consultant shall refine and further develop the approved Design Development package based upon City's comments on the Design Development package review.
- 6.3 One or more "Independent Checks" of the plans, specifications and construction documents may be performed by an independent party commissioned by the City prior to advertising for construction bids. Consultant shall incorporate any revisions or comments from these reviews in the final bid documents as appropriate. These checks may include architectural or engineering peer reviews, constructability reviews and/or cost estimate reviews. These independent checks are to be performed strictly for the benefit of the City, and they shall not relieve the Consultant from its obligations under this Agreement. The City is not obligated to perform any independent check, and the Consultant shall not rely upon it for any quality or quantitative check or review.
- 6.4 Consultant shall prepare 60% Construction Documents package, with City's comments from the Design Development package incorporated.
- 6.5 Consultant shall coordinate with City's telecommunications and information services staff, and continue coordination with Building and Fire departments.
- 6.6 Consultant shall continue to respond to comment by and requirements of involved outside agencies, including but not limited to the County Environmental Health Department.
- 6.7 Consultant shall attend Team Meeting; Review documents and finalize materials and finishes with City.
- 6.8 Consultant shall prepare the 100% Construction Documents package with complete quality control review, with comments from the 60% package incorporated, and written responses to 60% comments. Consultant shall prepare 100% Construction Documents package including updated final calculations and 100% Estimate of Probable Construction Cost for citywide review, and suitable for Building and Fire department permitting and outside agency permitting.
- 6.9 Consultant shall provide supporting documents and all calculations and data as needed for City and agency reviews and permitting and for securing all approvals that are required.
- 6.10 Consultant shall attend a Team meeting and a public meeting, such as a Commission or Subcommittee meeting, to present the 100% Construction Documents package.
- 6.11 Consultant shall prepare a Bid Documents submittal that incorporates 100% review comments, permitting comments from Building and Fire Departments, County Health, and other bodies as applicable, with written responses to 100% comments.
- 6.12 Consultant shall submit permitted Bid Documents to the Engineering division for bidding.

- 6.13 City anticipates retaining an independent party to conduct a constructability or peer review of the Construction Documents. Consultant shall be prepared to attend one constructability/peer review session lasting up to eight hours with Consultant's major Subconsultant disciplines, Consultant's cost estimator, and the City and its representatives. Consultant shall incorporate revisions and/or recommendations of the review into the construction documents as appropriate.
- 6.14 Consultant shall make formal presentation of the final design along with the construction cost estimate to the Senior Facilities Subcommittee for review and the City Council for approval.
- 6.15 Deliverables:
- a. The Consultant shall provide a Construction Documents package based on the approved Design Development documents, City reviews, and updated budget for the cost of the work. The Construction Documents shall not be submitted until the design is within the approved construction budget. The Construction Documents packages shall set forth in detail the requirements for construction of the Project. The Construction Documents package shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
 - b. Construction Documents package shall include drawings and specifications from all disciplines, executed to a level of detail appropriate for open public bidding.
 - c. During the development of the Construction Documents package, the Consultant shall prepare a Project Manual that include the Conditions of the Contract for Construction, Specifications and bidding requirements and sample forms furnished by the City.
 - d. Consultant shall submit one (1) set of reproducible documents and one set of electronic digital documents at 60% and 100% complete Construction Documents and final Bid Documents for review and approval by the City and for bidding. Consultant shall provide two full-sized original sets, wet-stamped and signed by all the appropriate licensed design disciplines, to be on file in the City Engineer's Office, prior to City Council approval of bidding.
 - e. Consultant shall include detailed technical specifications which are coordinated with the plans and all the design disciplines. The technical specifications shall also accurately reflect the design plans for all the design disciplines. The construction documents shall conform to all Building Code, Title 24, ADA, and all other local, State and Federal codes, regulations, permit requirements and conditions necessary for issuance of a Building Permit.
 - f. Consultant shall provide a final Estimate of Probable Construction Cost with the 100% complete Construction Documents, and an updated estimate, as required, for the final Bid Documents.
 - g. Consultant shall provide, if necessary and as directed by the City, bid alternates to ensure the Project stays within 5% above or below the final Estimate of Probable Construction Cost amount.
 - h. Consultant shall prepare for and attend a Team meeting, to discuss the cost estimate and confirm that the design remains within the approved construction budget. City anticipates retaining an independent cost estimator to assist in reviewing construction costs during the construction documents phase. Consultant shall respond to input from City and City's representative resulting from cost estimate review. Should the design not be within the budget, Consultant shall revise the design as required and acceptable to the City to bring the design within the approved budget. Bidding will not proceed until the construction cost estimate is properly reconciled with the approved budget.

TASK 7: BIDDING AND AWARD

- 7.1 Consultant shall assist City during bid solicitation process.
- 7.2 Consultant shall prepare or revise as necessary (see above) a full-sized original set, wet-stamped and signed (as required by the State,) by all the appropriate licensed design disciplines, to be on file

in the City Engineer's Office, during bidding, and provide a digital plot bid package for City for printing, and shall make available to the City an electronic version of the Construction Bid Documents.

- 7.3 Consultant shall provide bid phase services, as requested by the City, through award of the contract for construction for the following:
 - a. Responses to bidders' inquiries.
 - b. Preparation of addenda.
 - c. Attendance at one (1) pre-bid meeting.
 - d. Evaluation of bids.
- 7.4 Upon completion of bidding, Consultant shall prepare a "Conformed" package of plans and specifications revised to incorporate all addenda, City reviews and plan check including Fire Department, ready to issue for contract award and construction.
- 7.5 Deliverables:
 - a. One (1) set of reproducible (mylar hard copy for Construction Document contract file) and one (1) digital plot set of 100% Construction Documents package revised with City's reviews and plan check, including Fire Department, ready for Bid, Award, and Construction.

SECTION 3: ESTIMATE OF CONSTRUCTION COST

- A. Consultant is responsible for design to the City's construction budget. The City's construction budget shall be defined within the Cost Plan established in the Building Program and further refined with Consultant input during the Conceptual Design Phase. The amount of 110% of the construction budget shall be covered with the Cost Plan, so that a bid within 110% of the final Estimate of Probable Construction Cost will be within the Cost Plan. Consultant shall provide a statement of Estimate of Probable Construction Cost with each review submittal (at the end of Schematic Design, at Design Development and at the end of 60% and 100% Construction Documents. The City may use an independent cost Consultant as a sole resource to the City. Consultant shall not proceed further until each design submittal's cost estimate is within the City's Construction Budget, and reconciled to the City's independent cost estimates. Consultant acknowledges that it is in a significantly better position than the City to estimate the cost of the actual construction to be paid by the City to the contractor and others, because the Consultant is a member of, is familiar with, and has regularly worked within the construction industry, and therefore Consultant will provide these estimating services and be accountable for the estimate, as described below. The "Construction Budget" for the Project is the amount available for the bid of the lowest responsible and responsive bidder plus a 10% contingency for change orders. Likewise, the Consultant's Estimate of Probable Construction Cost for the Project shall be based on the estimated bid of the lowest responsible and responsive bidder.
- B. The City shall establish the construction budget in writing during the Conceptual Design Phase, which shall be within the Cost Plan established in the Building Program. Any and all estimates submitted by Consultant shall be reasonable and be sufficiently detailed to allow critical review by the City for reasonableness.
- C. As the design process progresses, Consultant shall update and refine the Estimate of Probable Construction Cost, periodically as necessary and at least at the end of each phase. Consultant shall advise the City of the reason for any adjustments to the previous Estimate of Probable Construction Cost.
- D. Should any Estimate of Probable Construction Costs submitted by Consultant exceed the Construction Budget, Consultant shall at the same time submit, without additional cost to the City,

reasonable alternative approaches to the design and construction of the Project (including scope and quality) that will reduce the construction costs to be equal or less than the construction budget. Consultant shall include estimated construction costs for each alternate approach. If the City adopts on or more of the alternate approaches, then Consultant shall make the adopted changes and provide a revised Estimated of Probable Construction Cost based on the revised design. If the City does not ultimately choose to adopt sufficient alternate approaches to reduce the estimate of construction costs to, or below, the Construction Budget and the City does not ultimately direct Consultant to develop other alternate approaches, then the Consultant shall notify the City in writing of a recommendation to revise the City's Construction Budget. Consultant shall not begin the next phase until the City reconciles and approves the revision in the Construction Budget.

- E. At the same time as, or prior to, submission of the 100% complete Construction Documents, Consultant shall submit in writing its final Estimate of Probable Construction Cost that is equal to or less than the Construction Budget. The construction documents will not be complete until such a final estimate is submitted.
- F. If bids for the Project are not opened within 90 days after the Consultant submits the final Estimate of Probable Construction Cost, then the Estimate of Probable Construction Cost may be reasonably adjusted by the Consultant to reflect any changes in the general level of prices in the construction industry between these two dates: (a) 90 days after the Consultant submits the final estimate, and (b) the date that bids are opened.

SECTION 4: ADDITIONAL MISCELLANEOUS REQUIREMENTS

Consultant's Use of Subcontractors:

If the Consultant intends to use Subconsultants or subcontractors to perform work associated with this contract within the City's Right of Way, the Consultant shall ensure any Subconsultant/subcontractor utilized for work specified under this agreement is appropriately licensed and bonded for the work involved. Use of unlicensed contractors is prohibited. The Consultant shall submit copies of all licenses for proposed Subconsultants/subcontractors to be used.

Project Plan and Specification Preparation:

The Consultant shall prepare Project plans using the City's Standard Title Block to be located at the bottom or along right side of each plan sheet as directed. Plans, details and text size shall be such that all items are clearly legible at 50% reduced size. Lettering shall be no smaller than 0.10". Final signed plans shall be completed using mylar. A final (hard copy) original set of Plans and Specifications, properly signed and stamped, and complete bid package, is required to be on file in the City Engineer's Office at the time of approval for bidding by the City Council, and during bidding. This copy acts as the plan-of-record for the public bidding process. All other electronic or other printed copies shall be a reasonable facsimile of the original plan-of-record. Project and City Standard Specifications shall be prepared using the City's standard front-end document that will be provided to the Consultant. Consultant shall recommend any project-specific additions or revisions for the boilerplate as appropriate. Consultant shall provide a bid schedule in City standard format. Specifications shall be in CSI format. Consultant shall edit City's front-end boilerplate. The specifications shall confirm with and complement the City's front-end boilerplate. The construction schedule shall be specified in Calendar Days unless otherwise agreed to by City.

Storm Water Pollution Prevention and Erosion Control:

Consultants shall ensure the Project is compliant with latest City, State, and Federal Storm Water Pollution Prevention and Erosion Control guidelines.

Quality Control/Quality Assurance (QC/QA):

Consultant shall provide documents in this agreement to at least the level of quality of the sample plans provided with Consultant’s proposal to the City during the Consultant Selection process. All documents shall be organized, neat, legible, and reasonably free of technical and grammatical errors. Consultant shall implement and maintain the following quality control procedures during the preparation of plans, specifications, estimates, calculations and all other documents relating to this Project:

- QC/QA program in effect for the duration of this contract, at least to the extent proposed during the Consultant selection process.
- Design and calculations are independently checked, corrected and back-checked by the Consultant.
- When different disciplines are involved, employ means and methods to minimize conflicts and misalignments.
- QC/QA program shall provide for review and coordination and compatibility between the plans, specifications, bid documents, and estimated quantities.
- QC program shall include field reviews and review of all pertinent materials to assure compatibility of design with existing facilities.
- City reviews of these documents shall not be considered part of the QC/QA program, but only intended to be for review of scope and to coordinate with other departments. QC/QA, compatibility, workable design and constructability of the design are the Consultant’s sole responsibility.
- City may obtain an independent peer review. Consultant shall revise the construction documents based upon the review.

Project Meetings:

Consultant is advised that the number and nature of meetings described elsewhere in this agreement are intended to provide an estimated level of meeting attendance required. Additional non-City Council meetings may be required through the course of the design. During the design submittal and approval process, or when special issues arise, the Consultant may be required to attend additional Council meetings. City Council meetings are held at 7PM on the first and third Tuesday of every month. All meeting attendance, participation and related costs shall be incorporated in the Consultant’s services fee or Additional Services per meeting fee. The Consultant will be required to attend all Senior Center Facilities Subcommittee meetings, estimated at eight per year. In addition, the Consultant will be required to make periodic presentations to the Senior Advisory Commission as noted in the scope of services. Lastly, the Consultant is to attend periodic Project management meetings, anticipated bi-weekly (alternate weeks), to report on Project progress and coordination with other Project elements. The number of meetings and presentations indicated in each phase below shall be included in the Consultant’s scope of services. Specific numbers may be reallocated between phases by mutual written agreement between Consultant and City. If the total number of meetings and presentations for all phases is exceeded, further meetings and presentations shall be provided as Additional Services in accordance with Exhibit B. Consultant shall conduct or participate in a total of:

Phase 1, Investigation of Exist. Conditions	XX half-day or evening meetings and XX presentations
Phase 2, Program	XX half-day or evening meetings and XX presentations
Phase 3, Conceptual Design	XX half-day or evening meetings and XX presentations
Phase 4, Schematic Design	XX half-day or evening meetings and XX presentations
Phase 5, Design Development	XX half-day or evening meetings and XX presentations
Phase 6, Construction Documents	XX half-day or evening meetings and XX presentations
Phase 7, Bidding and Award	XX half-day or evening meetings and XX presentations

SECTION 5: ADDITIONAL SERVICES

The following services are not included in the Consultant's Services and may be provided by the Consultant as Additional Services per the terms described in the Agreement:

5.1 General

- 5.1.1 Making major revisions in drawings, specifications or other documents when such revisions are:
 - 5.1.1.1 inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's program or budget; or
 - 5.1.1.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- 5.1.2 Providing services required because of significant Owner directed or approved changes in the Project including, but not limited to, size, quality, complexity, the approved Project schedule, or the method of bidding or negotiating and contracting for construction.
- 5.1.3 Providing services in connection with arbitration proceeding or legal proceeding except where the Consultant is party thereto.
- 5.1.4 Providing any other services not included in this Scope or not customarily furnished in accordance with generally accepted architectural practice for competitively bid work.
- 5.1.5 Preparing documents for alternate, multiple, or sequential construction bids,
- 5.1.6 Conducting, participating in or attending meetings or presentations beyond the numbers indicated in Consultant's scope of services

5.2 Mechanical

- 5.2.1 Training of City staff on operations of building equipment

5.3 Lighting

- 5.3.1 Design of custom light fixtures
- 5.3.2 Alarm system: Provision of building risk assessment and security system guideline development
- 5.3.3 Data Telecom: System evaluation, selection, design, procurement and installation services for computer and telecommunication hardware and/or software systems

5.4 Sustainable Design Services

- 5.4.1 Participation in USGBC LEED program including special calculations, documentation, or fees for LEED certification (LEED certification is not proposed for this project)

5.5 Architectural Considerations

- 5.5.1 Custom weave carpet colors and patterns

5.6 Furniture

- 5.6.1 Custom design chairs
- 5.6.2 Design and selection of manufacturer's assembly components of staff workstations and non-public office systems furniture.

5.7 Utilities

- 5.7.1 Utility Company transformer design, if needed
- 5.7.2 Negotiating utility agreements
- 5.7.3 Design of photovoltaic units/solar panels
- 5.7.4 Other non-customary utility design services

PART 2 CONSTRUCTION SERVICES

To included as amendment prior to construction. Exact scope to be determined as part of the amendment.

TASK #8: CONSTRUCTION ADMINISTRATION

TASK #9: RECORD DOCUMENTS AND PROJECT CLOSEOUT

**Exhibit B
Compensation Manner and Amount, Reimbursables, Estimated Payment Schedule,
Hourly Rates**

Basic Compensation Fee

The maximum amount of compensation for basic services to be paid to Consultant under this Agreement, including both payments for professional services and reimbursable expenses, shall not exceed _____ (\$ _____). Consultant shall not exceed the following dollar amounts for each work task:

Task	Description	Fee
Task 1	INVESTIGATION OF EXIST. CONDITIONS	
Task 2	BUILDING PROGRAM	
Task 3	CONCEPTUAL DESIGN	
Task 4	SCHEMATIC DESIGN	
Task 5	DESIGN DEVELOPMENT	
Task 6	CONSTRUCTION DOCUMENTS	
Task 7	BIDDING AND AWARD	
	SUBTOTAL, NOT-TO-EXCEED FEE, Scope of Basic Services =	
	REIMBURSABLES ALLOWANCE (TIME & MATERIALS) =	
	TOTAL NOT-TO-EXCEED FEE =	
	Future Tasks:	
Task 8	CONSTRUCTION ADMINISTRATION	
Task 9	RECORD DOCUMENTS AND PROJECT CLOSE-OUT	

Consultant SHALL NOT shift allocation of budget among tasks with prior written approval of the City.

Consultant shall, during the term of this Agreement, invoice City monthly for services performed under this Agreement during the previous month. Providing the services covered by the invoice have been completed in accordance with the provisions of this Agreement, City shall pay Consultant the amount shown on the invoice within thirty (30) days of receipt of the invoice. Ten (10) percent shall be retained by the City from each contract billing until the completion of the contract. The retention for Tasks 1 and 2 will be released to Consultant upon successful completion of Tasks 1 and 2. Successful completion includes City Council approval of a final Building Program. The retention for Tasks 2 through 7 shall be released to the Consultant upon completion of all work tasks as specified in Exhibit A to the satisfaction of the City, and upon successful completion of the bidding and award process as described in Exhibit A and Section 2.2.1 of the Agreement. Upon completion of Task 2 and Task 7, Consultant shall submit a separate letter requesting release of retention accumulated to date.

The monthly invoice shall describe the topics and tasks completed during by Consultant and Subconsultants. The invoice shall list the hours expended with personnel charge rates, and reimbursable expenses, in accordance with "Exhibit B-2, Fee Schedule", incorporated herein. The hourly rates shown on each schedule are fixed for the project. The invoice shall also show the total to be paid for the invoice

period. A budget summary shall be included on the front page of the invoice and shall show the total budget amount, total amount billed to date, and the budget balance. A spreadsheet (attached) shall be used to record the monthly invoices and shall be attached to each invoice.

Reimbursable expenses shall only include cost of work product delivered to the City, including reproduction of documents, models and similar work delivered to the City. Travel expenses are not reimbursable.

Exhibit C
Personnel, The Professional Team

Exhibit D
Certificates of General and Automobile Insurance, Workers Compensation Insurance and
Errors and Omissions Insurance

Exhibit E
Invoice or Claim Declaration

I, [name of declarant], declare the following:

[CONSULTANT COMPANY NAME] has contracted with City of Milpitas and City of Milpitas Redevelopment Agency (City) for the MILPITAS SENIOR CENTER project. I am authorized by my employer [CONSULTANT COMPANY NAME] to prepare the attached invoice or claim for compensation (in other words, for money and/or time extensions) to City regarding this project (dated _____, 200__, and requesting \$_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [CONSULTANT COMPANY NAME] regarding this claim.

I am aware that this claim is covered by law, including but not limited to California Penal Code section 72, Government Code sections 12650 *et seq.* (False Claims Act), and Business and Professions Code sections 17200 *et seq.* (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [Consultant company name].

The attached claim is prepared and submitted in good faith, and to the best of my knowledge does not breach the contract between [Consultant company name] and City for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that City is responsible under its contract with [Consultant company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [Consultant company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 200__, at _____, California.

[name of declarant]

Exhibit F City Support

During the Consultant's design and construction services, the following items will be the responsibilities of the City:

1. The City shall provide the Consultant direction and comment on alternatives developed by Consultant, with respect to programming and functionality of the new Milpitas Senior Center space, the interior and exterior design and site design based upon the Needs Assessment Report and other appropriate input.
2. The City shall provide direction and comment on what may be necessary to complete design milestones, and/or approve substantial completion of design milestones and cost estimates including Conceptual Design and Schematic Design. For the purpose of this Agreement, direct written authorization or approval from City shall mean and require the signatures of the City's Project Manager or his/her authorized designee.
3. City shall schedule presentations to community groups, City management, and City Council, with Consultant presentations/participation/support when required;
4. City shall provide record drawings of existing project facilities (when available). Consultant acknowledges that record documents of the City may not be accurate or complete, and Consultant shall verify any information in the field to their professional satisfaction.
5. City shall provide construction contract boilerplate (front-end), in Microsoft Word format to Consultant.
6. City shall print and provide construction contractors with copies of bid documents (plans and specifications) for advertising & bidding.
7. City shall advertise bid documents and award construction contracts.
8. City shall conduct construction administration, inspection, and building code inspections of the Project.
9. The City shall provide services related to moving the present senior center into the new facility.
10. The City shall provide Public Art oversight and manage the artist selection process, oversee City and artist agreement, coordinate artist artwork approvals, artwork budget and schedule, and oversee ordering and fabrication of the artwork. Consultant shall identify and provide space for suitable location(s), provide appurtenances in the design and the construction documents as needed to support and display the selected piece, and coordinate with the Public Art process as needed.